

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Joint Administration Requested)

Re: Docket No. 11

NOTICE OF FILING
REVISED INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT SYSTEM,
(B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on January 15, 2025, the above-captioned debtors and debtors in possession filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief* [Docket No. 11] (the “**Motion**”).

PLEASE TAKE FURTHER NOTICE that the proposed *Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief* (the “Interim Order”) was attached to the Motion as Exhibit A.

PLEASE TAKE FURTHER NOTICE, attached hereto as **Exhibit 1**, is a revised Interim Order (the “Revised Interim Order”).

PLEASE TAKE FURTHER NOTICE, attached hereto as **Exhibit 2**, is a redline comparing the Revised Interim Order to the Interim Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

Dated: January 16, 2025
Wilmington, Delaware

/s/ Patrick J. Reilley

COLE SCHOTZ P.C.

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Stacy L. Newman (No. 5044)
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and Debtors in Possession*

Exhibit 1

Revised Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

JOANN INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10068 (CTG)

(Joint Administration Requested)

Re: Docket No. 11

**INTERIM
ORDER (I) AUTHORIZING
THE DEBTORS TO (A) CONTINUE
TO OPERATE THEIR CASH MANAGEMENT
SYSTEM, (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (C) MAINTAIN
EXISTING BUSINESS FORMS, AND (D) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to (i) continue to operate the Cash Management System and maintain their existing Bank Accounts, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions consistent with historical practices, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2025, at __:___.m., (Eastern Time). Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (Eastern Time) on _____, 2025 and shall be served on: (a) the Debtors, JOANN Inc., 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. (aparna.yenamandra@kirkland.com) and 333 West Wolf Point

Plaza, Chicago Illinois 60654, Attn.: Jeffrey Michalik (jeff.michalik@kirkland.com), and Lindsey Blumenthal (lindsey.blumenthal@kirkland.com) and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley (preilley@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), Michael E. Fitzpatrick (mfitzpatrick@coleschotz.com), and Jack M. Dougherty (jdougherty@coleschotz.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates (malcolm.m.bates@usdoj.gov); (d) counsel to the Prepetition ABL Agent, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn.: Christopher L. Carter (christopher.carter@morganlewis.com) and Marjorie Crider (marjorie.crider@morganlewis.com); (e) counsel to the Prepetition FILO Agent, Choate Hall & Stewart LLP, 2 International Place, Boston, Massachusetts 02110, Attn.: John Ventola (jventola@choate.com) and Jonathan Marshall (jmarshall@choate.com); (f) counsel to the Prepetition Term Loan Lender Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg (SGreenberg@gibsondunn.com), Kevin Liang (KLiang@gibsondunn.com), and Josh Brody (JBrody@gibsondunn.com); (g) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit (jeffrey.gleit@afslaw.com) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg (jonathan.bagg@afslaw.com), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley (matthew.bentley@afslaw.com); (h) counsel to Gordon Brothers Retail Partners, LLC, Katten Muchin Rosenman LLP, 50 Rockefeller Plaza, New York, New York

10020, Attn.: Steven Reisman (sreisman@katten.com) and Cindi Giglio (cgiglio@katten.com); and (i) any statutory committee appointed in these chapter 11 cases.

3. The Debtors are authorized, but not directed, in all cases consistent with historical practice and in the ordinary course of business, and subject to the terms of this Interim Order, to:

(a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached hereto and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) use, in their present form, all correspondence and Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors' preprinted Business Forms have been exhausted, the Debtors shall, when reordering their Business Forms, add the designation "Debtor in Possession" and corresponding bankruptcy case number thereon; (d) continue to perform Intercompany Transactions consistent with historical practice and granting administrative expense status to postpetition Intercompany Claims; (e) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto without the need to comply with certain guidelines set forth in the U.S. Trustee Operating Guidelines; (f) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (g) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (h) open new debtor in possession Bank Accounts; (i) pay the prepetition Bank Fees; and (j) pay any Bank Fees incurred in the ordinary course in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that in the case of each of (a) through (j), such action is taken in the ordinary course of business and consistent with past practice; *provided, further*, that within ten (10) business

days of the entry of this Interim Order, the Debtors will update any electronically produced checks and other Business Forms which the Debtors or their agents print themselves to reflect their status as debtors in possession and the lead chapter 11 case number; *provided, further*, that the Debtors shall provide reasonable notice, but no later than five (5) calendar days, to the U.S. Trustee, the Prepetition ABL Agent and the Prepetition FILO Agent, and any statutory committee appointed in these chapter 11 cases of any material changes to their Cash Management System.

4. The Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business and in a manner consistent with prepetition practices and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order; *provided* that the Debtors shall only instruct or request any Bank to pay or honor any check, draft, or other payment item issued on a Bank Account prior to the Petition Date but presented to such Bank for payment after the Petition Date as authorized by an order of this Court.

5. The Banks are authorized to debit the Debtors' Bank Accounts in the ordinary course of business, without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts that were cashed at the Bank's counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all checks, ACH entries, or other items deposited in, or credited to, one of the Debtors' Bank Accounts with such bank prior to the Petition Date which have been dishonored, reversed, or returned unpaid for any reason,

together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition and postpetition amounts outstanding, if any, owed to the Bank as Bank Fees for the maintenance of the Cash Management System and charge back returned items to the Bank Accounts in the ordinary course.

6. Any existing deposit agreements between or among the Debtors, the Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with historical practices and pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts, subject to the terms and conditions of this Interim Order.

7. For Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall, as soon as reasonably practicable, but in any event within no more than ten (10) business days, (a) contact each Bank, (b) provide the Bank with each of the Debtors' employer identification numbers, and (c) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

8. For Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause

the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

9. The Debtors are authorized, but not directed, in the ordinary course of business and consistent with historical practices, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors shall open any such new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to execute an agreement; *provided further*, that the Debtors shall give notice within fifteen (15) days to the U.S. Trustee, the Committee, and any other statutory committee appointed in these chapter 11 cases of the opening of any new bank account or closing any existing Bank Account; *provided further*, that in the event the Debtors open or close any Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports, and the Debtors shall give counsel to the Prepetition ABL Agent and the Prepetition FILO Agent at least five (5) calendar days' prior notice of any modifications to the Cash Management System and before opening any new bank accounts or closing any existing Bank Accounts. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which account shall be deemed a "Bank Account," and to the bank at which such account is opened, which bank shall be deemed a "Bank."

10. The Debtors shall serve a copy of this Interim Order on all Banks as soon as possible but in no event more than ten calendar (10) days after entry of this Interim Order, and upon any

bank at which the Debtors open a new bank account immediately upon the opening of the new account.

11. All banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Bank Accounts.

12. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized, without further order of this Court and consistent with prepetition practices, to deduct any applicable fees (whether arising prior to, on, or after the Petition Date) from the appropriate accounts of the Debtors, and further, to charge back to the appropriate Bank Accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

13. Notwithstanding any other provision of this Interim Order, any Bank may rely upon the representations of the Debtors, without a duty of inquiry, with respect to whether any check, draft, wire, transfer, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors,

their estates, or any other person or entity on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

14. Any banks, including the Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

15. To the extent any of the Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until a date that is thirty (30) days from the Petition Date, without prejudice to seek an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U. S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the thirty (30) day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

16. The Debtors shall not be required to comply with the requirement of the U.S. Trustee Guidelines to establish separate accounts for cash collateral and/or tax payments.

17. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in the ordinary course of business, consistent with past practices. The Debtors shall maintain accurate and detailed records of all transfers, including, without limitation, Intercompany Transactions and the payment of Intercompany Claims, so that all transactions, including Intercompany Transactions and the payment of Intercompany Claims, may be readily ascertained,

traced, and properly recorded on intercompany accounts (if any) and distinguished between prepetition and postpetition transactions, including for the purposes of determining administrative expense status, and shall make the records available to the U.S. Trustee, Morgan, Lewis & Bockius LLP as counsel to the Prepetition ABL Agent, and Choate, Hall & Stewart LLP as counsel to the Prepetition FILO Agent, upon request.

18. Notwithstanding the foregoing, the Debtors shall not engage in any Intercompany Transactions with any non-debtor affiliates or subsidiaries absent further order of the Court.

19. All postpetition payments on account of an Intercompany Transaction authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code, which shall be subject and junior to claims, including adequate protection claims, granted in connection with any Court order for the use of cash collateral.

20. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

21. The Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each debtor, regardless of which entity pays those disbursements.

22. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors'

designation of any particular check or electronic payment request as approved by this Interim Order.

23. Notwithstanding anything to the contrary set forth in this Interim Order, to the extent the Debtors sell any goods received by the Debtors on a consignment basis (whether pre- or post-petition, and solely to the extent properly perfected) from IG Design Group Americas, Inc. and its affiliates, including Simplicity Creative Corp., and The McCall Pattern Company, Inc. (collectively “DGA”), the Debtors shall continue to perform their obligations under the applicable agreements with DGA governing the goods described in this paragraph, including, but not limited to, the full and timely daily reporting of Debtor’s Point-Of-Sale activity and gross revenue with respect to the sale of such consignment goods on the immediately preceding day, in the same manner and to the same extent that Debtors provided DGA with the information prior to the Petition Date. Debtors shall further maintain the identifiable proceeds from the sale of such consignment goods so as to be readily identifiable as proceeds of the sale of goods from the applicable agreements with DGA.

24. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief (including any payment made in accordance with this Interim Order), nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief

requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

25. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

26. The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003.

27. Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, hereunder shall be subject to the "Approved Budget" as defined in the orders of the Court approving any use of cash collateral in these chapter 11 cases.

28. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

29. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

30. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

31. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

32. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

33. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit 1

Cash Management System Schematic

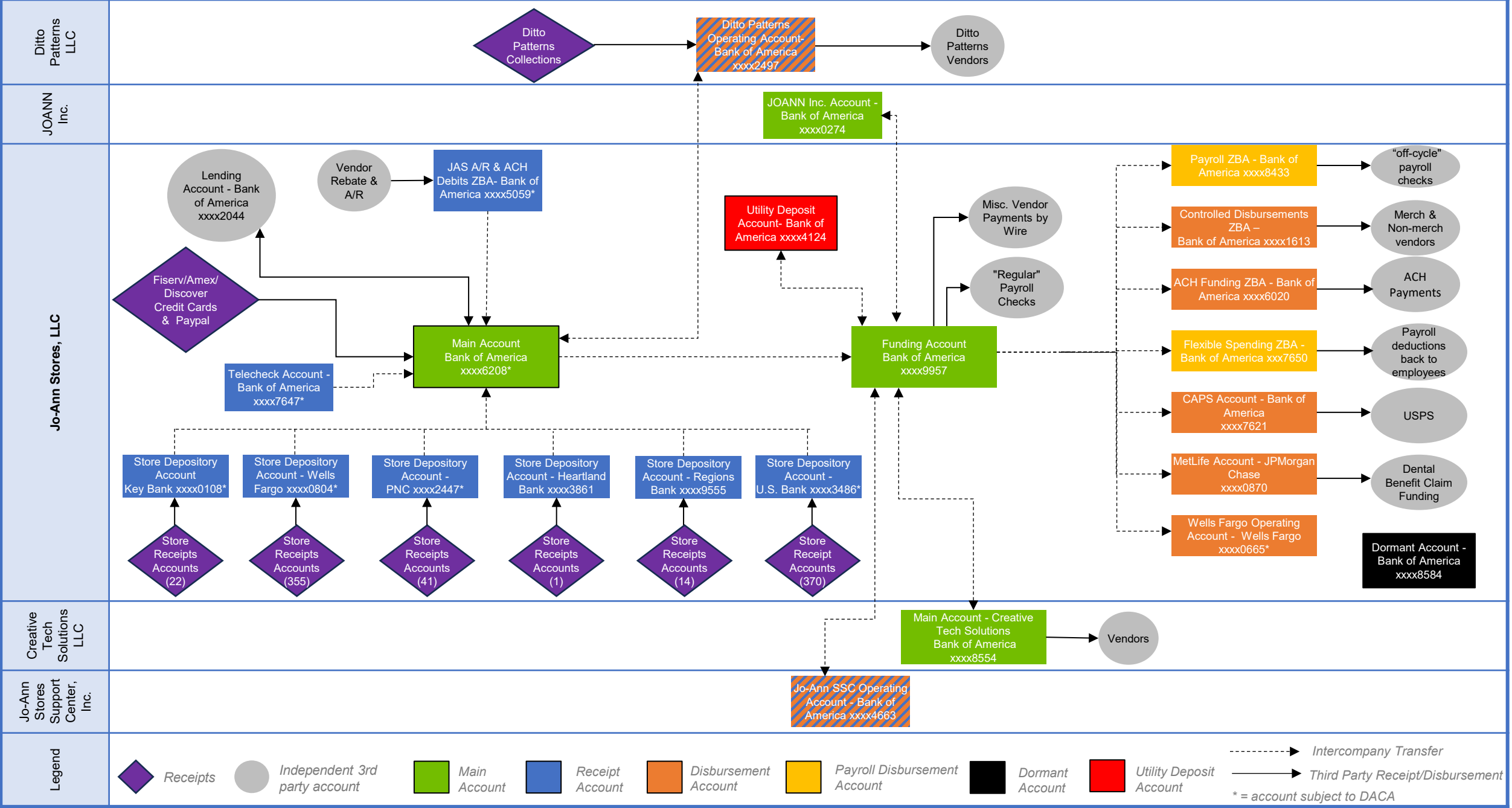


Exhibit 2

Bank Accounts

Schedule of All Debtor Bank Accounts

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Key Bank	0108	Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0804	Store Depository
Jo-Ann Stores, LLC	PNC	2447	Store Depository
Jo-Ann Stores, LLC	Heartland Bank	3861	Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3486	Store Depository
Jo-Ann Stores, LLC	Bank of America	7647	Telecheck
Jo-Ann Stores, LLC	Bank of America	7621	CAPS
Jo-Ann Stores, LLC	Bank of America	6208	Main Account
Jo-Ann Stores, LLC	Bank of America	1613	Controlled Disbursement
JOANN Inc.	Bank of America	0274	Main Account
Jo-Ann Stores, LLC	Bank of America	6020	ACH
Jo-Ann Stores, LLC	Bank of America	7650	Flexible Spending
Jo-Ann Stores, LLC	Bank of America	8433	Payroll
Jo-Ann Stores Support Center, Inc.	Bank of America	4663	Operating Account
Jo-Ann Stores, LLC	Bank of America	5059	A/R & ACH Debits
Jo-Ann Stores, LLC	Bank of America	9957	Funding Account
Creative Tech Solutions LLC	Bank of America	8554	Main Account
Jo-Ann Stores, LLC	JPMorgan Chase	0870	MetLife (Dental Benefits)
Jo-Ann Stores, LLC	Wells Fargo	0665	Operating Account
Jo-Ann Stores, LLC	Bank of America	4124	Utility Deposit Account
Jo-Ann Stores, LLC	Bank of America	8584	Dormant Account
Ditto Patterns	Bank of America	2497	Operating Account
Jo-Ann Stores, LLC	Wells Fargo	2926	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2934	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4542	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9530	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6829	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4567	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8824	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6463	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4575	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8832	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9548	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4723	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4591	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2544	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4609	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4617	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3298	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	3786	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9098	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4633	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3306	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4641	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4658	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	7373	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8991	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	4248	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4666	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	3810	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7238	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2793	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6497	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8873	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	1633	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3684	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6837	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8881	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9023	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9964	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	8530	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4988	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	4099	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3330	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4708	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4716	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5742	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6521	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4732	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6860	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	3885	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	3901	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4757	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6896	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4765	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	7222	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4773	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7253	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9106	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3363	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3371	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9022	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9030	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4781	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3083	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	4207	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9048	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4799	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4815	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7332	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4823	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6547	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3389	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8907	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6570	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9589	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3091	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6588	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3397	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1932	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6886	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3742	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4831	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3405	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4849	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4658	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4856	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4864	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6612	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4872	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8923	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7170	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9621	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	4880	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3421	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7246	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4898	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3791	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6638	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9654	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2643	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3817	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6646	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8931	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6653	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3825	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6661	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3833	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8763	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6679	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4906	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4806	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3454	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	8589	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4922	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4930	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4948	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9688	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2588	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4955	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7337	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8571	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3882	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8436	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	0980	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	7905	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	3752	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7220	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3470	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4989	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3908	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9696	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6703	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6711	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3496	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4997	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Wells Fargo	3504	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	1688	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4814	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9056	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9826	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4822	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4830	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3512	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4855	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3520	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6894	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5002	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3538	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5010	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	8548	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4863	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6834	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4871	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3546	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5028	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4889	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3553	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2942	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2959	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2967	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3109	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6729	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3579	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7041	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2975	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2983	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2991	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3595	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6737	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5036	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3015	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4128	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3611	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3031	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4499	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7980	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6752	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6760	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3629	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7246	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8949	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3645	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Wells Fargo	8964	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8980	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2624	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9012	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6778	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9020	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6794	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6422	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9038	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6653	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8994	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3686	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6902	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5044	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8714	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5051	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3694	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9046	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5069	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5077	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7204	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6928	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5085	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5093	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5101	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5119	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6936	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9053	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3699	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6828	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3957	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1947	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9761	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3712	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3999	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6844	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8813	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4021	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4039	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6854	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7984	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3887	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7192	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	7297	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1741	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5127	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6893	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9886	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9894	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8345	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8534	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6919	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9993	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6927	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0025	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0074	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0108	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2408	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0140	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0181	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0215	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4841	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6950	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6968	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8940	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9932	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5143	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4858	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	0104	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1995	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2001	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7183	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9171	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6944	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7923	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7111	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3702	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5150	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3829	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6984	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0626	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5168	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0348	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3710	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3162	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2819	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5176	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5184	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	4088	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7303	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2835	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5192	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5200	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3728	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5226	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5234	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0355	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3736	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0363	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5259	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2843	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8352	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5267	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5275	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5283	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5291	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3744	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5309	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2850	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5317	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5325	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5333	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5341	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2868	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6887	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2876	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4071	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5358	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2884	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5366	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5374	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5382	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2892	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5390	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5408	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0195	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8360	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3751	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3769	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5424	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5432	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4297	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2900	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8916	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5440	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Wells Fargo	2918	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8975	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5457	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5072	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3777	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8983	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8991	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9017	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3785	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5465	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5473	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5481	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6661	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3793	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4096	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8599	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9007	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5499	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3801	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5507	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3284	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5523	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5531	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5549	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9015	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5556	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9023	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5225	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9323	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9031	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9049	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9056	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5564	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9331	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9877	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5572	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9064	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9072	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9349	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3819	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	8128	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8960	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9862	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4965	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4973	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9649	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7482	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	5580	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5598	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5606	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5614	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9870	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8978	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5622	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5630	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5648	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9356	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5655	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5663	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5671	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5689	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5697	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5705	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9760	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7490	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5713	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5721	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5739	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5004	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5747	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5012	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5020	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5754	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5770	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9073	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7074	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5038	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8893	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5796	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5804	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5812	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8555	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5820	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3827	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9778	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5838	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5846	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0311	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5853	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5861	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5879	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9802	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5887	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5046	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	5895	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3227	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5903	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5328	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5053	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6172	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3067	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5911	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5061	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5079	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5929	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7788	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7889	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0014	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9213	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5009	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5945	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0006	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5952	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5087	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3843	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5960	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5017	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7058	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5978	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2673	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9791	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4981	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9809	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3850	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5986	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5994	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3868	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6992	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	1680	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4110	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3876	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9124	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7169	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6397	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7008	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6000	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6081	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8794	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1726	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8810	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6018	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	7732	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8802	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9543	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9550	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6026	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	8597	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4866	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7024	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6034	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5211	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9576	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3729	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1954	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3151	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4874	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9568	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4999	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7032	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1734	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5109	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	9233	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4882	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4890	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6121	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7040	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6042	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7057	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0611	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7261	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9823	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3201	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6059	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7279	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6067	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0962	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4654	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0629	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4369	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4733	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4741	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4908	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4592	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6075	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	7624	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6170	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4385	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	6083	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5226	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9831	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5668	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0988	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8456	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4632	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4640	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0996	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6109	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6117	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1002	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3737	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1010	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4916	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6125	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1028	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4924	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6220	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1044	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2831	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6133	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6141	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4657	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6213	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6158	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6880	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3286	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3294	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6166	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7162	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3302	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5001	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6279	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4665	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4932	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4401	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6190	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6208	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4957	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0822	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1051	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	5619	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5019	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6898	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4419	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4427	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7295	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4435	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0830	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6221	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4443	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6216	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6351	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7153	Individual Store Depository
Jo-Ann Stores, LLC	Heartland Bank		Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5963	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4450	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7329	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0848	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6239	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0855	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6247	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8125	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6254	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0863	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8075	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0876	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6224	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1077	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7196	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6232	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3639	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7838	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4468	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0871	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6240	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9064	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6257	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6265	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	0839	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6273	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6951	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5948	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6924	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6969	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8562	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Wells Fargo	1529	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3688	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6307	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1812	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6315	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6977	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8554	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6323	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6034	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	9072	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6985	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6331	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6349	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4476	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8453	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6993	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4484	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6356	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7009	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4500	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6364	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4518	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6852	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7017	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4526	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6372	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8446	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6380	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7025	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0905	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7033	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6398	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1257	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0913	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7287	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2502	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5089	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0627	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7345	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4534	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4024	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0921	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2030	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3117	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	U.S. Bank	4087	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8849	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5055	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0939	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4846	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9581	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	0947	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9177	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3075	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Key Bank	1022	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9128	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0172	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7154	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9078	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0267	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7545	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9029	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2966	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0123	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3691	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3428	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9954	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0635	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4887	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7112	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3037	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8453	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7104	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8461	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8479	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4895	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7389	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9899	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9485	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7120	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1311	Individual Store Depository
Jo-Ann Stores, LLC	PNC	2447	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3247	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	3254	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6418	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2268	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2276	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7129	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5879	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0971	Individual Store Depository
Jo-Ann Stores, LLC	Regions Bank	9555	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5587	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7237	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7245	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4346	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2304	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7361	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7575	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7491	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	1212	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3021	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6179	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3039	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5595	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6707	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1985	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1993	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	1475	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0234	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7129	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7137	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2801	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6331	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7324	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7332	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	7068	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	1918	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	2386	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6283	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4839	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4847	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	1431	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8863	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1630	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8808	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7475	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7133	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2467	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7732	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1648	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	4727	Individual Store Depository

Debtor/Account Holder	Bank	Account Number (-XXXX)	Purpose
Jo-Ann Stores, LLC	Wells Fargo	4735	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8341	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5153	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8351	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7014	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3797	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	9462	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	2475	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7639	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5991	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8325	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1477	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6534	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	8333	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6334	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	3789	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	6542	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	8344	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	6431	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1469	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7621	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	1451	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5605	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4187	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	5983	Individual Store Depository
Jo-Ann Stores, LLC	Wells Fargo	5597	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	7241	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	0427	Individual Store Depository
Jo-Ann Stores, LLC	U.S. Bank	4154	Individual Store Depository

Exhibit 2

Redline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Chapter 11

JOANN INC., *et al.*,¹Case No. 25-10068 (~~—~~CTG)

Debtors.

(Joint Administration Requested)

Re: Docket No. ~~—~~11

**INTERIM
ORDER (I) AUTHORIZING
THE DEBTORS TO (A) CONTINUE
TO OPERATE THEIR CASH MANAGEMENT
SYSTEM, (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (C) MAINTAIN
EXISTING BUSINESS FORMS, AND (D) CONTINUE TO PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to (i) continue to operate the Cash Management System and maintain their existing Bank Accounts, (ii) honor certain prepetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions consistent with historical practices, (b) scheduling a final hearing to consider approval of the Motion on a final basis, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the United States

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2025, at __:__.m., (Eastern Time). Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (Eastern Time) on _____, 2025 and shall be served on: (a) the Debtors, JOANN Inc., 5555 Darrow Road, Hudson, Ohio 44236, Attn.: Ann Aber, EVP, Chief Legal and Human Resources Officer; (b) proposed co-counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Aparna Yenamandra, P.C. (aparna.yenamandra@kirkland.com) and 333 West Wolf Point

Plaza, Chicago Illinois 60654, Attn.: Jeffrey Michalik (jeff.michalik@kirkland.com), and Lindsey Blumenthal (lindsey.blumenthal@kirkland.com) and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn.: Patrick J. Reilley (preilley@coleschotz.com), Stacy L. Newman (snewman@coleschotz.com), Michael E. Fitzpatrick (mfitzpatrick@coleschotz.com), and Jack M. Dougherty (jdougherty@coleschotz.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Malcolm M. Bates (malcolm.m.bates@usdoj.gov); (d) counsel to the Prepetition ABL Agent, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110, Attn.: Christopher L. Carter (christopher.carter@morganlewis.com) and Marjorie Crider (marjorie.crider@morganlewis.com); (e) counsel to the Prepetition FILO Agent, Choate Hall & Stewart LLP, 2 International Place, Boston, Massachusetts 02110, Attn.: John Ventola (jventola@choate.com) and Jonathan Marshall (jmarshall@choate.com); (f) counsel to the Prepetition Term Loan Lender Ad Hoc Group, Gibson, Dunn & Crutcher LLP, 200 Park Avenue New York, New York 10166, Attn.: Scott Greenberg (SGreenberg@gibsondunn.com), Kevin Liang (KLiang@gibsondunn.com), and Josh Brody (JBrody@gibsondunn.com); (g) counsel to the Prepetition Term Loan Agent, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, New York 10019, Attn.: Jeffrey Gleit (jeffrey.gleit@afslaw.com) and 1717 K Street NW, Washington, D.C. 20006, Attn.: Jonathan Bagg (jonathan.bagg@afslaw.com), and 233 South Wacker Drive, Suite 7100, Chicago, Illinois 60606, Attn.: Matthew Bentley (matthew.bentley@afslaw.com); (h) counsel to Gordon Brothers Retail Partners, LLC, Katten Muchin Rosenman LLP, 50 Rockefeller Plaza,

New York, New York 10020, Attn.: Steven Reisman (sreisman@katten.com) and Cindi Giglio (cgiglio@katten.com); and (i) any statutory committee appointed in these chapter 11 cases.

3. The Debtors are authorized, but not directed, in all cases consistent with historical practice and in the ordinary course of business, and subject to the terms of this Interim Order, to:

(a) continue operating the Cash Management System, substantially as identified on **Exhibit 1** attached hereto and as described in the Motion; (b) honor their prepetition obligations related thereto; (c) use, in their present form, all correspondence and Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtors' status as debtors in possession; *provided* that once the Debtors' preprinted Business Forms have been exhausted, the Debtors shall, when reordering their Business Forms, add the designation "Debtor in Possession" and corresponding bankruptcy case number thereon; (d) continue to perform Intercompany Transactions consistent with historical practice and granting administrative expense status to postpetition Intercompany Claims; (e) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto without the need to comply with certain guidelines set forth in the U.S. Trustee Operating Guidelines; (f) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (g) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (h) open new debtor in possession Bank Accounts; (i) pay the prepetition Bank Fees; and (j) pay any Bank Fees incurred in the ordinary course in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts; *provided* that in the case of each of (a) through (j), such action is taken in the ordinary course of business and consistent with past practice;

provided, further, that within ten (10) business days of the entry of this Interim Order, the Debtors will update any electronically produced checks and other Business Forms which the Debtors or their agents print themselves to reflect their status as debtors in possession and the lead chapter 11 case number; *provided, further*, that the Debtors shall provide reasonable notice, but no later than five (5) calendar days, to the U.S. Trustee, the Prepetition ABL Agent and the Prepetition FILO Agent, and any statutory committee appointed in these chapter 11 cases of any material changes to their Cash Management System.

4. The Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business and in a manner consistent with prepetition practices and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order; *provided* that the Debtors shall only instruct or request any Bank to pay or honor any check, draft, or other payment item issued on a Bank Account prior to the Petition Date but presented to such Bank for payment after the Petition Date as authorized by an order of this Court.

5. The Banks are authorized to debit the Debtors' Bank Accounts in the ordinary course of business, without the need for further order of this Court for: (a) all checks drawn on the Debtors' Bank Accounts that were cashed at the Bank's counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all checks, ACH entries, or other items deposited in, or credited to, one of the Debtors' Bank Accounts with such bank prior

to the Petition Date which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition and postpetition amounts outstanding, if any, owed to the Bank as Bank Fees for the maintenance of the Cash Management System and charge back returned items to the Bank Accounts in the ordinary course.

6. Any existing deposit agreements between or among the Debtors, the Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, rights, benefits, offset rights and remedies afforded under such agreements, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with historical practices and pursuant to the terms of those existing deposit agreements, including, without limitation, the opening and closing of bank accounts, subject to the terms and conditions of this Interim Order.

7. For Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall, as soon as reasonably practicable, but in any event within no more than ten (10) business days, (a) contact each Bank, (b) provide the Bank with each of the Debtors' employer identification numbers, and (c) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a bankruptcy case, and provide the case number.

8. For Banks at which the Debtors hold Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

9. The Debtors are authorized, but not directed, in the ordinary course of business and consistent with historical practices, to open any new bank accounts or close any existing Bank Accounts and enter into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors shall open any such new bank accounts only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee or at such banks that are willing to execute an agreement; *provided further*, that the Debtors shall give notice within fifteen (15) days to the U.S. Trustee, the Committee, and any other statutory committee appointed in these chapter 11 cases of the opening of any new bank account or closing any existing Bank Account; *provided further*, that in the event the Debtors open or close any Bank Accounts, such opening or closing shall be timely indicated on the Debtors' monthly operating reports, and the Debtors shall give counsel to the Prepetition ABL Agent and the Prepetition FILO Agent at least five (5) calendar days' prior notice of any modifications to the Cash Management System and before opening any new bank accounts or closing any existing Bank Accounts. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof, which

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account shall be deemed a “Bank Account,” and to the bank at which such account is opened, which bank shall be deemed a “Bank.”

10. The Debtors shall serve a copy of this Interim Order on all Banks as soon as possible but in no event more than ten calendar (10) days after entry of this Interim Order, and upon any bank at which the Debtors open a new bank account immediately upon the opening of the new account.

11. All banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Bank Accounts.

12. In the course of providing cash management services to the Debtors, each of the Banks at which the Bank Accounts are maintained is authorized, without further order of this Court and consistent with prepetition practices, to deduct any applicable fees (whether arising prior to, on, or after the Petition Date) from the appropriate accounts of the Debtors, and further, to charge back to the appropriate Bank Accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

13. Notwithstanding any other provision of this Interim Order, any Bank may rely upon the representations of the Debtors, without a duty of inquiry, with respect to whether any check, draft, wire, transfer, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a

prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other person or entity on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

14. Any banks, including the Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

15. To the extent any of the Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until a date that is thirty (30) days from the Petition Date, without prejudice to seek an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines; *provided* that nothing herein shall prevent the Debtors or the U. S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached. The Debtors may obtain a further extension of the thirty (30) day period referenced above by written stipulation with the U.S. Trustee and filing such stipulation on the Court's docket without the need for further Court order.

16. The Debtors shall not be required to comply with the requirement of the U.S. Trustee Guidelines to establish separate accounts for cash collateral and/or tax payments.

17. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in the ordinary course of business, consistent with past practices. The Debtors shall maintain accurate and detailed records of all transfers, including, without limitation, Intercompany Transactions and the payment of Intercompany Claims, so that all transactions, including Intercompany Transactions and the payment of Intercompany Claims, may be readily ascertained, traced, and properly recorded on intercompany accounts (if any) and distinguished between prepetition and postpetition transactions, including for the purposes of determining administrative expense status, and shall make the records available to the U.S. Trustee, Morgan, Lewis & Bockius LLP as counsel to the Prepetition ABL Agent, and Choate, Hall & Stewart LLP as counsel to the Prepetition FILO Agent, upon request.

18. Notwithstanding the foregoing, the Debtors shall not engage in any Intercompany Transactions with any non-debtor affiliates or subsidiaries absent further order of the Court.

19. All postpetition payments on account of an Intercompany Transaction authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code, which shall be subject and junior to claims, including adequate protection claims, granted in connection with any Court order for the use of cash collateral.

20. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

21. The Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each debtor, regardless of which entity pays those disbursements.

22. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

23. Notwithstanding anything to the contrary set forth in this Interim Order, to the extent the Debtors sell any goods received by the Debtors on a consignment basis (whether pre- or post-petition, and solely to the extent properly perfected) from IG Design Group Americas, Inc. and its affiliates, including Simplicity Creative Corp., and The McCall Pattern Company, Inc. (collectively "DGA"), the Debtors shall continue to perform their obligations under the applicable agreements with DGA governing the goods described in this paragraph, including, but not limited to, the full and timely daily reporting of Debtor's Point-Of-Sale activity and gross revenue with respect to the sale of such consignment goods on the immediately preceding day, in the same manner and to the same extent that Debtors provided DGA with the information prior to the Petition Date. Debtors shall further maintain the identifiable proceeds from the sale of such consignment goods so as to be readily identifiable as proceeds of the sale of goods from the applicable agreements with DGA.

24. ~~23.~~ Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief (including any payment made in accordance with this Interim Order), nothing in this Interim Order is intended as or shall be construed or deemed to be: (a) an

implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Interim Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

25. ~~24.~~ The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein and to the extent authorized by this Interim Order.

26. ~~25.~~ The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003.

27. ~~26.~~ Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, hereunder shall be subject to the “Approved Budget” as defined in the orders of the Court approving any use of cash collateral in these chapter 11 cases.

28. ~~27.~~ Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

29. ~~28.~~ The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

30. ~~29.~~ Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

31. ~~30.~~ Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

32. ~~31.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

33. ~~32.~~ This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit 1

Cash Management System Schematic

Exhibit 2

Bank Accounts